

Exhibit 1

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
_____)	

**DECLARATION OF CHRISTIAN W. HANCOCK IN SUPPORT OF DEBTORS' REPLY
IN SUPPORT OF THEIR OBJECTION TO PROOFS OF CLAIM FILED BY REX AND
DANIELA GILBERT AND KATHERINE PARKER-LOWE AGAINST GMAC
MORTGAGE, LLC PURSUANT TO BANKRUPTCY CODE
SECTION 502(b) AND BANKRUPTCY RULE 3007**

I, Christian W. Hancock, hereby declare as follows:

1. I am counsel of record for GMAC Mortgage, LLC, ("GMACM") and the other defendants in the lawsuit brought by Rex and Daniela Gilbert in U.S. District Court for the Eastern District of North Carolina, Case No. 4:09-cv-00181-D (the "Federal Suit"). I am authorized to submit this declaration (the "Declaration") in support of the *Debtors' Reply in Support of Their Objection to Proofs Of Claim Filed By Rex And Daniela Gilbert And Katherine Parker-Lowe Against GMAC Mortgage, LLC Pursuant to Section 502(b) of the Bankruptcy Code and Bankruptcy Rule 3007* (the "Objection").

2. All statements in this Declaration are based upon my personal knowledge.

3. Following the sale of GMACM's servicing rights for the Gilbert's loan to Ocwen Loan Servicing, LLC ("Ocwen"), I was also retained to represent Ocwen's interests in the Gilbert's dispute over their loan. As the Federal Suit is stayed, Ocwen has not made an appearance in the case as a party but Ocwen has an interest in resolving the Gilberts' rescission request and delinquency.

4. Therefore, on March 22, 2013, in my capacity as Counsel for Ocwen, I sent a letter to Katherine S. Parker-Lowe, attorney for the Gilberts (“the March Letter”).

5. In the introductory paragraph, the March Letter explained that “Ocwen Loan Servicing, LLC (‘Ocwen’) is now servicing the Gilberts’ loan for the property at 134 West End Road, Ocracoke, NC 27960. We are aware that this loan is also at issue in the above-styled case (the ‘TILA case’). Bradley Arant Boult Cummings LLP will be representing Ocwen in relation to matters concerning the loan...”

6. The letter made an overture of settlement discussions and did not threaten foreclosure of the Gilberts’ loan. The letter was not sent on behalf of GMACM and did not mention GMACM whatsoever.

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 20, 2013

/s/ Christian W. Hancock
Christian W. Hancock
*Counsel for GMAC Mortgage, LLC, and
Ocwen Loan Servicing, LLC*